

RECORDATION REQUESTED BY:

South Valley Bank & Trust
P O Box 5210
Klamath Falls, OR 97601

WHEN RECORDED MAIL TO:

South Valley Bank & Trust
P O Box 5210
Klamath Falls, OR 97601

SEND TAX NOTICES TO:

Melvin L. Stewart and Robert J. Bogatz
5761 Glenridge Way
Klamath Falls, OR 97603

MTC 4103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST is dated January 7, 1999, BETWEEN Melvin L. Stewart and Robert J. Bogatz, Vested as: Melvin L. Stewart and Robert J. Bogatz, tenants in common, each as to an undivided 1/2 interest, (referred to below as "Grantor"), whose address is 5761 Glenridge Way, Klamath Falls, OR 97603; and South Valley Bank & Trust (referred to below as "Lender"), whose address is P O Box 5210, Klamath Falls, OR 97601.

DEED OF TRUST: Grantor and Lender have entered into a Deed of Trust dated September 2, 1998 (the "Deed of Trust") recorded in Klamath County, State of Oregon, as follows:

Recorded on September 28, 1998 in the Klamath County Clerk's Office, Volume M93, page 36280, reception no. 168283.

REAL PROPERTY DESCRIPTION: The Deed of Trust covers the following described real property (the "Real Property") recorded in Klamath County, State of Oregon:

See Exhibit "A"

The Real Property or its address is commonly known as 6100 Wesgo Drive, Klamath Falls, OR 97603. The Real Property tax identification number is 3899-01603-00300.

MODIFICATION: Grantor and Lender hereby modify the Deed of Trust as follows:

Increase the Loan Amount from \$50,000.00 to \$815,000.00

FUTURE ADVANCES: This Deed of Trust together with all interest therein, which accrues in addition to the amounts specified in the Note, future advances in an unlimited amount, and together with all interest thereon, which accrues in addition to the amounts specified in the Note, future advances in an unlimited amount, and conditions of the Note or other loan agreement, Lender is obligated to make so long as Grantor complies with all the terms and conditions of the Note or other loan agreement.

CONTINUING VALIDITY: Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, including accommodation makers, and if no accommodation makers, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, and if no accommodation makers, is released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing this Modification shall be liable to Lender for all obligations under the original Deed of Trust and any other obligations arising out of or in connection with this Modification. Any signature on this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

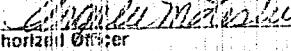
GRANTOR:


x / Melvin L. Stewart

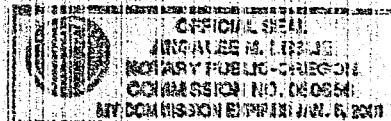

x / Robert J. Bogatz

LENDER:

South Valley Bank & Trust

By: 
Authorized Officer

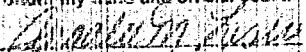
INDIVIDUAL ACKNOWLEDGMENT



STATE OF Oregon
COUNTY OF Klamath

On this day before me, the undersigned Notary Public, personally appeared Melvin L. Stewart, to me known to be the individual described in and who I do acknowledge and declare that he or she signed the foregoing instrument as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this

By: 
Notary Public, in and for the State of Oregon

day of January, 1999
Notary Public Commission No. D6084
My commission expires July 5, 2011

11-07-1999
OACT# 830081915

MODIFICATION OF DEED OF TRUST
(cont'd page)

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STATE OF Michigan
COUNTY OF Lansing

INDIVIDUAL
S.S.

ACKNOWLEDGMENT
NOTARY PUBLIC IN

OFFICIAL SEAL
ANNALES MICHIGAN
NOTARY PUBLIC OFFICE
COMMISSION NO. 03002
COMMISSION EXPIRES JAN. 3, 2001

On this day before me, the undersigned Notary Public, personally appeared Robert J. Boality, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged, that he or she signed this Modification as his or her free and voluntary act and for the uses and purposes therein mentioned.

Given under my hand and official seal this

11 day of July, 1999.

Notary Public in and for the State of Michigan

Residing at 1111 Michigan Ave., Kalamazoo, MI 49008-2600

My commission expires 07/2001

ENDER ACKNOWLEDGMENT

STATE OF
COUNTY OF

S.S.

On this _____ day of _____ and know
that I executed the within and foregoing instrument
fully authorized by the Lender through its board of
directors or otherwise, for the uses and purposes thereon mentioned,
and on oath state that he or she is authorized to execute this said instrument and
that the seal affixed thereto is the corporate seal of said Lender.

On this _____ day of _____ and know
that I am to be the _____, authorized agent for the Lender
to execute the within and foregoing instrument
fully authorized by the Lender through its board of
directors or otherwise, for the uses and purposes thereon mentioned,
and on oath state that he or she is authorized to execute this said instrument and
that the seal affixed thereto is the corporate seal of said Lender.

Notary Public in and for the State of Michigan

Residing at 1111 Michigan Ave., Kalamazoo, MI 49008-2600

My commission expires 07/2001

LAST RSTO/Reg. U.S. Pat. & Tm. Off. Ver. 3 25-3 599 GPO 1990

RECEIVED 07/31/99 10:11 AM 1999
MICHIGAN STATE BAR LIBRARIES

EXHIBIT "A"
LAND DESCRIPTION

A tract of land situated in the ^{SW 1/4} SE 1/4 of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

That portion of said ^{SW 1/4} SE 1/4 of Section 16 lying Southerly of the U.S.B.R. 1-G Drain, Northerly of the U.S.B.R. Beginning at a point from which the corner common to Sections 15, 16, 21, and 22 bears South 89 degrees 47' 10" E; thence North 00 degrees 16' 52" East 20.00 feet; 52" East 39' 63 feet; thence along the arc of a curve to the left (radius equals 70.00 feet) and central angle equals 33 degrees 17' 46" 41.29 feet; thence North 33 degrees 30' 54" West 53' 34 feet, more or less, to the Southern right of way line of the U.S.B.R., 1-G Drain.

[Handwritten signature]

STATE OF OREGON : COUNTY OF KLAMATH : ss.

Filed for record in request of	Merriam, Le	the	27 th	day
of January A.D. 1909	3:1	o'clock P.M., and duly recorded in Vol.	109	
of	Mortgages	on Page	305	

FEE \$10.00

Linda Smith, County Clerk

[Handwritten signature]